

1 WHATLEY KALLAS, LLC
 2 Alan M. Mansfield (Of Counsel)
 (SBN 125998)
 3 amansfield@whatleykallas.com
 580 California Street, 16th Floor
 San Francisco, CA 94104
 4 Tel: (415) 860-2503
 Fax: (888) 331-9633

5 10200 Willow Creek Rd., Ste 160
 6 San Diego, CA 92131
 Tel: (619) 308-5034
 7 Fax: (855) 274-1888

8 WHATLEY KALLAS, LLC
 Joe J. Whatley, Jr.
 (To Apply *Pro Hac Vice*)
 9 380 Madison Avenue, 23rd Floor
 New York, NY 10017
 10 Tel: (212) 447-7060
 Fax: (800) 922-4851

11 Attorneys for Plaintiff
 12 (Additional Counsel Appeal on Signature Page)

13 **UNITED STATES DISTRICT COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA – OAKLAND COURTHOUSE**

15 SANDRA McKINNON, individually and on
 behalf of all others similarly situated,

16 Plaintiffs,

17 v.

18 DOLLAR THRIFTY AUTOMOTIVE
 GROUP, INC. d/b/a DOLLAR RENT A
 CAR;
 20 DOLLAR RENT A CAR, INC.;
 DTG OPERATIONS, INC. d/b/a DOLLAR
 RENT A CAR; and
 21 DOES 1-10, inclusive,

22 Defendants.

Case No.

C12-4457

DMR

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
 VIOLATION OF:**

- 1) Calif. Bus. & Prof. Code § 17200, *et seq.* – Unlawful Business Acts and Practices;
- 2) Calif. Bus. & Prof. Code § 17200, *et seq.* – Unfair Business Acts and Practices;
- 3) Calif. Bus. & Prof. Code § 17200, *et seq.* – Fraudulent Business Act and Practices;
- 4) Calif. Civ. Code § 1750, *et seq.* – Consumers Legal Remedies Act;
- 5) Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing;
- 6) Unconscionability; and
- 7) Common Counts/Common Law Restitution, and Assumpsit

JURY TRIAL DEMANDED

28 **ORIGINAL**

FILED
 AUG 24 2012
 RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND
 Fee paid
 iss.
 99

ADR

1 Plaintiff Sandra McKinnon ("Plaintiff"), by and through her undersigned counsel, files
 2 this Class Action Complaint for violation of the laws stated herein on behalf of herself and all
 3 other consumers similarly situated throughout California, and residents of other states
 4 throughout the United States as determined to be appropriate, against Dollar Thrifty Automotive
 5 Group, Inc. d/b/a Dollar Rent A Car, Dollar Rent A Car, Inc., DTG Operations, Inc. d/b/a Dollar
 6 Rent A Car, and DOES 1-10, inclusive (collectively referred to herein as "Dollar" or
 7 "Defendants"). Plaintiff hereby alleges as follows on information and belief except for
 8 information identified as being based on personal knowledge, which allegations are likely to
 9 have evidentiary support after a reasonable opportunity for further investigation and discovery:

10 **JURISDICTION AND VENUE**

11 1. This Court has jurisdiction over all causes of action asserted herein pursuant to
 12 28 U.S.C. §1332(d), because the aggregate claims of the proposed Class (defined below) exceed
 13 the sum or value of \$5,000,000, and there is diversity of citizenship between proposed Class
 14 members and Dollar.

15 2. Venue is proper in this District pursuant to 28 U.S.C. §§1391(a)(1) & (2).
 16 Substantial acts in furtherance of the alleged improper conduct occurred within this District.
 17 Defendants engage in business and transactions in this District, and Plaintiff McKinnon and
 18 other Class members signed up for Dollar's services in this District and/or reside here.

19 **THE PARTIES**

20 3. On personal knowledge, Plaintiff Sandra McKinnon is an individual consumer
 21 who, at all times material hereto, was a resident of San Ramon, California. As detailed below
 22 she signed up for Dollar's services in this District utilizing, either directly or indirectly, the
 23 interactive website operated by Defendants nationwide, including in this District. She is over
 24 65 years old and is thus a "senior citizen" for purposes of the California Consumers Legal
 25 Remedies Act.

26 4. Defendant Dollar Thrifty Automotive Group, Inc. d/b/a/ Dollar Rent A Car is
 27 organized and existing under the laws of the State of Delaware, with its principal place of
 28 business located in Tulsa, Oklahoma. For the purposes of diversity jurisdiction, Dollar may be

1 considered a "citizen" of either Delaware or Oklahoma. At all times relevant hereto, Dollar was
2 and is doing business within this District either directly or indirectly through the use of its car
3 rental services in this District at the Oakland-Alameda International Airport, as well as its
4 operation of an interactive website that permits consumers to order goods and services from it
5 and thereby engage in transactions in this District.

6 5. Defendant Dollar Rent A Car, Inc., a wholly-owned subsidiary of Dollar Thrifty
7 Automotive Group, Inc., is organized and existing under the laws of the State of Oklahoma, with
8 its principal place of business located in Tulsa, Oklahoma. For the purposes of diversity
9 jurisdiction, Dollar may be considered a "citizen" of Oklahoma. At all times relevant hereto,
10 Dollar was and is doing business within this District either directly or indirectly through the use
11 of its car rental services in this District at the Oakland-Alameda International Airport, as well as
12 its operation of an interactive website that permits consumers to order goods and services from it
13 and thereby engage in transactions in this District.

14 6. Defendant DTG Operations, Inc. d/b/a Dollar Rent A Car, a wholly-owned
15 subsidiary of Dollar Thrifty Automotive Group, Inc., is organized and existing under the laws of
16 the State of Oklahoma, with its principal place of business located in Tulsa, Oklahoma. For the
17 purposes of diversity jurisdiction, Dollar may be considered a "citizen" of Oklahoma. At all
18 times relevant hereto, Dollar was and is doing business within this District either directly or
19 indirectly through the sale of its car rental services in this District at the Oakland-Alameda
20 International Airport, as well as its operation of an interactive website that permits consumers to
21 order goods and services from it and thereby engage in transactions in this District.

22 7. DOES 1-10 are individuals, associations or corporations that are affiliated or
23 related to Defendants Dollar Thrifty Automotive Group, Inc. d/b/a/ Dollar Rent A Car, Dollar
24 Rent A Car, Inc. or DTG Operations Inc. d/b/a Dollar Rent a Car who will be specifically
25 identified and named as discovery progresses and their roles in the wrongdoing at issue is
26 revealed.

27 8. At all times mentioned in the Causes of Action alleged herein, each and every
28 Defendant was an agent, representative, affiliate, or employee of each and every other

1 Defendant, and in doing the things alleged in the Causes of Action stated herein, each and every
2 Defendant was acting within the course and scope of such agency, representation, affiliation, or
3 employment and was acting with the consent, permission and authorization of the other
4 Defendants. Each Defendant actively cooperated in the scheme herein at issue, aiding and
5 abetting the commission of the wrongs at issue herein, as during the relevant time period
6 Defendants agreed to misrepresent or not disclose to the Class members the material facts at
7 issue herein and/or not to notify Class members about the scope and nature of the illegal business
8 practices as detailed herein. They thus engaged in a conspiracy and aided and abetted such
9 conduct, which resulted in injury in fact to members of the Class, which conspiracy is still on-
10 going. All actions of each Defendant, as alleged in the Causes of Action stated herein, were
11 ratified and approved by the other Defendants or their respective directors, officers and/or
12 managing agents, as appropriate for the particular time period alleged herein.

13 9. At all times herein mentioned, the employees of Defendants, their subsidiaries,
14 affiliates and other related entities, were the agents, servants and employees of Defendants, and
15 at all times herein mentioned, each was acting within the purpose and scope of said agency and
16 employment, and pursuant to Defendants' training and directives. Whenever reference in this
17 Complaint is made to any act or transaction of Defendants, such allegations shall be deemed to
18 mean that the principals, officers, directors, employees, agents, and/or representatives of
19 Defendants committed, knew of, performed, authorized, ratified and/or directed such act or
20 transaction on behalf of Defendants while actively engaged in the scope of their duties.

FACTUAL ALLEGATIONS

22 10. As set forth below, Dollar Rent A Car has organized a scheme to defraud
23 consumers so as to increase revenues. The scam is simple – the company tricks consumers into
24 buying insurance they did not want. The scheme allows Dollar to cheat consumers out of
25 millions of dollars. Consumers now demand their money back.

26 11. Over at least the last four years Dollar has implemented a systematic program
27 nationwide through which its employees and agents illegally dupe customers into signing up for
28 collision damage waiver (“CDW”), car insurance and other added services that consumers have

1 specifically declined. This is not an isolated incident with one consumer, but rather a systematic
2 pattern of conduct that has occurred at a number of Dollar locations located throughout the
3 United States and reported nationwide to Dollar at its corporate headquarters. This practice has
4 allowed Dollar and its employees to pocket millions in fees at no cost to themselves, but at the
5 direct expense of victimized consumers, including Plaintiff.

6 12. Plaintiff Sandra McKinnon made an on-line reservation through Dollar's
7 reservation system (accessed through its "partner", Southwest Airlines) at her home in San
8 Ramon, California on or about February 1, 2012, for a car reservation in Tulsa, Oklahoma for
9 between March 29 and April 13, 2012. She specifically declined all available additional optional
10 add-ons at that time. She visited the Dollar facility at the Tulsa airport to pick up a car on
11 March 29, 2012. At the facility, the Dollar agent tried to up-sell Ms. McKinnon a variety of
12 CDW, insurance and other options during the limited time of the transaction. She declined all of
13 these offers, telling the agent she was covered by both her own existing insurance and her credit
14 card. She then signed an electronic signature pad and initialed the areas the employee indicated
15 to her were to be checked to decline the Dollar add-ons. At no time did the agent go over the
16 proposed total charges with her. After signing as directed by the agent, Ms. McKinnon was
17 handed a folded up copy of the contract in a Dollar folder.

18 13. Ms. McKinnon returned the car to Dollar on April 13, 2012, with the gas tank
19 full, and was given a receipt. At that time for the first time Dollar claimed she had accepted
20 CDW and was charging her an additional \$359.65 – almost the same as the cost of the rental car.
21 She complained and demanded to see a manager, who would not see her. When Ms. McKinnon
22 complained that she had declined the optional CDW and also any other coverage and that she
23 definitely had not signed any acceptance of additional items, she was told by Dollar employees
24 there was nothing they could do. Finally the Dollar employee she dealt with admitted to her:
25 "They never give the money back. You are not going to get your money back".
26 As she (as do all other returning customers) had to catch a flight, she had no choice but to pay
27 the amount. Her contacts with customer service to resolve this issue were futile. On June 6,
28 2012 she sent a written demand by certified mail to Dollar demanding a return of all monies

1 unlawfully taken from her and all other similarly situated persons. Dollar has failed to provide
 2 any substantive relief in response to this letter, necessitating this action. A true and correct copy
 3 of Dollar's rejection letter is attached hereto as Ex. 1 and incorporated herein by reference.

4 14. Dollar is aware of these practices, as similar complaints are processed through
 5 corporate headquarters, and in many respects are handled by the same person, Josh Wells, who is
 6 located at Dollar's corporate headquarters. Mr. Wells' standard response to consumers is similar
 7 to the following e-mail response:

8 Please accept my apologies for any misunderstanding regarding the purchase of
 9 the Loss Damage Waiver and Roadsafe on your rental. A review of our records
 10 indicates you viewed and accepted the optional coverage and the related charges
 using the electronic signature pad (touch screen) at the counter. I have copies the
 screens you viewed and accepted below.

11 Based on the above information and the fact that you had the benefit of the
 12 protection for the rental period the local charges are correct. If you have any
 13 questions regarding your case please feel free to reply to this email. Again, I
 thank you for contacting Dollar.

14 15. This response from corporate headquarters, similar to that provided
 15 Ms. McKinnon attached hereto, indicates that Dollar not only is aware of consumers from around
 16 the country making identical complaints about these swindles, but that Dollar stands behind the
 17 practice of tricking consumers into insurance they told agents they did not want. If this
 18 purported "consent" was obtained by trickery, fraud, or outright forgery, it does not matter if
 19 consumers had the ephemeral benefit of insurance they did not order, want, know they had or
 20 actually used. If Dollar was not in on or tacitly approved of this scheme, it would have initiated
 21 an immediate investigation into this practice. There would have been firings of those responsible
 22 and refunds and apologies sent out to consumers. Instead Dollar stands solidly behind the
 23 scheme, which has netted the company significant monies.

24 16. According to at least one Dollar employee, agents at the counter are paid
 25 minimum wage and make up to 12% commission on the sales of CDW, insurance and other
 26 products. As a result, experienced representatives can take home up to \$6,000 per month as a
 27 result of such practices. Dollar has received multiple complaints about these issues but
 28 incentivizes its employees to make such sales, even if by illegal means. If employees fail to

1 obtain an average 30 per day upsales of additional options for three months they may be
2 terminated and not eligible for unemployment. Employees are thus incentivized to take
3 advantage of the customer's irritation, long lines, and misleading or high pressure sales tactics,
4 by just telling them to tap certain lines to decline coverage when it may have the opposite result,
5 or simply to forge their signature.

6 17. Over the past several years, consumers have submitted reports detailing the same
7 conduct occurring in different Dollar offices around the country, including at some of the busiest
8 airports in the country in addition to Tulsa and DIA – Dulles, O’Hare, Philadelphia, Phoenix,
9 Honolulu, Orlando, Columbus, Tampa and Los Angeles International. Such a common
10 complaint received from locations throughout the United States, being directed to the same
11 person at Dollar without being remedied and subject to the same canned response, provides
12 significant evidence this is a systematic yet unresolved problem within Dollar. How can Dollar
13 continue to blame consumers if consumers around the country are all saying they were tricked in
14 the same way? Either all the consumers are lying or Dollar has sanctioned and approved a
15 company-wide conspiracy to trick and defraud consumers. The fact that Dollar has not told a
16 single consumer that has complained that in fact many other consumers have made the exact
17 same complaint suggests that Dollar is actively engaged in a cover up. The following is a
18 sampling of the complaints lodged against Dollar from across the United States:

On November 9, 2011, I rented a car at Dollar Rent a Car at Dulles Airport in Virginia. The rental was paid for by a pre-paid voucher. At the rental counter, I declined additional insurance, as I was covered by my own insurance and credit card. At the counter I was asked to sign an electronic pad acknowledging the rental on a signature screen. I was told that by signing the screen I was declining insurance. The screen I signed made no mention of insurance. Through the credit card company, I was able to obtain the original contract and my alleged signature requesting insurance. A review of the contract revealed that my signature, which only appears on the signature pad, was then transposed to an electronic contract that requested insurance. Until I obtained the new contract from Dollar, I had never seen the "signed contract." I also obtained the electronic pages from the screen of his transaction, none of which indicate any acceptance of insurance.

11

I rented a car at Philadelphia Airport and declined any insurance fees. I was charged another \$25 per day extra (Ripped off) the car only cost \$19 per day. After my bank statement was received I was charged \$100 more than I was supposed to be charged. I called Dollar twice and was actually sent documents

1 with a signature (NOT MINE). They said there was nothing THEY could do for
 2 me...Something is wrong...fishy...

3 #####
 4

5 After being HOUNDED to purchase extras like toll savers, multiple types of
 6 insurance for over fifteen minutes (and repeatedly saying NO to each and every
 7 one) at a counter in Orlando Florida I finally said "I DO NOT WANT ANY
 8 EXTRAS, I JUST WANT MY CAR. How can I do that?" The SCAM ARTIST
 9 behind the counter said 'Just sign and click accept, and it's yours'. At the end of
 10 the week the bill was double what I agreed to.

11 #####
 12

13 The Dollar car rental out of LAX airport in Los Angeles, CA has overcharged my
 14 credit card by \$99.90. They are severely understaffed. As a result, they make
 15 you wait in unreasonably long lines and then they will ask you to sign your rental
 16 contract on a small screen which does not show you what they have forced upon
 17 you without your knowledge or asking, i.e. more insurance than you asked for.

18 They have found a way to extract unauthorized money out of me. Then, they
 19 claim that since I signed their scrolled down little digital check out, I have given
 20 them permission to charge me whatever they want.

21 #####
 22

23 I rented a van from LAX on December 19. The customer rep asked me if I
 24 wanted the additional insurance coverage. As an auto insurance broker, I know
 25 that my auto policy would cover the vehicle and I verbally declined the coverage
 26 three times. My husband also chimed in and declined the coverage.

27 When the paperwork was completed the customer service rep put a big "D"
 28 beside the additional insurance coverage and I initialed it as I was declining the
 29 coverage. When I got the bill, they charged me anyway. I contacted customer
 30 service and they say that I didn't initial beside the tiny little "decline" so they are
 31 saying the charges stand. I will not let this go away because there is absolutely no
 32 reason why I would need to have paid for the coverage. I am out over \$300 and I
 33 will fight until I get it back.

34 #####
 35

36 We were asked about insurance coverage which we explicitly declined. Upon
 37 returning the car on June 30, 2011, I requested that the charges be billed to my
 38 credit card. Much to my surprise, I was billed the estimated charge of \$604.02 as
 39 opposed to the original quote of \$361.98 on my email confirmation (R6385796).
 40 Apparently, although we declined the insurance coverage, the DollarNE sales
 41 agent ("DXE1") inserted language on the car rental agreement (L1106627)
 42 indicating otherwise.

43 #####
 44

45 At Chicago OHare Airport I rented a car from Dollar Rental. At the rental
 46 terminal the agent asked me if I would like to include a loss damage waiver, and
 47 Supplemental Liability Insurance. I declined both. I signed a pin pad device
 48 authorizing the transaction. I did not sign the actual the contract. It turns out the

1 agent included both options, and charged my card an extra \$370. I appealed to
 2 Dollar Rental and my bank for falsely charging my card, both to no avail. By the
 3 looks of it, after reading the many other complaints against this company for the
 4 very same reason, this is a common practice. I'm very disgusted with this
 5 deceptive policy and the scruples of this company. I will never rent from them
 6 again, and implore everyone to do the same.

7 ###
 8

9 The same thing just happened to me at Dollar Rent-A-Car at the Orlando
 10 International Airport. I specifically told the rental agent that I did not want any
 11 kind of insurance coverage and made the mistake of assuming that he would
 12 honor that directive. Instead, he rushed me through the initialing/signing process
 13 on the electronic screen and skipped right over the part about insurance being
 14 included. Then he prints off a copy of the rental agreement, folds it up, and puts
 15 in an envelope with a bunch of other paperwork. Every part of this process is a
 16 carefully planned and rehearsed piece of their scam puzzle. They know that most
 17 of their renters are already tired from traveling and tired of waiting in lines –
 18 including their own – so the chances are pretty good that they can sneak
 19 something past an unsuspecting customer. Don't think for a second that these
 20 rental agents aren't rewarded for "selling" the add-ons like unnecessary insurance.

21 ###
 22

23 Dollar Rent a Car in Honolulu airport was told when I picked up my car that I had
 24 already purchased insurance on it because I wanted to be covered for everything.
 25 The girl at the counter (at 9:30 at night after 16 hours in the air) said uh huh, so
 26 you already have the insurance, I said yes...she wrote up the slip and I signed it
 27 without checking to see what she had done. She signed me up for EVERY
 28 POSSIBLE INSURANCE THEY PROVIDE and a 465.00 bill turned into a
 29 798.00 payment. Their response? "Well, I don't know what the conversation you
 30 had with our representative was but you signed it so there's nothing we will do
 31 about it." I asked for their legal department, she gave me a P.O. Box number.

32 ###
 33

34 Same thing happened to me at Denver International Airport. I verbally declined
 35 additional insurance as I am already covered by my company and additionally
 36 covered by American Express Gold Card. Why would I want to pay for it a third
 37 time? By Dollar Rent a Car's employee physically indicating to me where to
 38 sign, he knowingly and wantonly intended to defraud me. A consumer has a
 39 reasonable expectation that when they enter a Dollar Rent a Car to do business,
 40 that Dollar Rent a Car will act in "Good Faith" and deal honestly with the
 41 customer. It is clear and evident that Dollar Rent a Car engages in deceptive
 42 business practices.

43 ###
 44

45 Exact same thing happened to us at Tampa International Airport in March 2012.
 46 Rep did not review charges (like they say they do on their webpage) and we did
 47 not realize we were being charged for the insurance until the car was returned. If
 48 he would have done his job properly and reviewed all charges, etc at the end, then
 49 we would have advised him again that we did not want the insurance. We are
 50 irate and will continue to pursue this with Dollar. Never will use them again.

11

We rented a car from Dollar on March 2, 2012 at the Tampa International Airport. On December 31, 2011, we reserved a rental for a total of \$266.67 for Friday, March 2, 2012 through March 10, 2012. On March 1, 2012, Dollar Rent A Car sent a Reservation Reminder Email which also listed \$266.67 as the total for the rental. We arrived at the Dollar Rent A Car counter at the Tampa International Airport on March 2, 2012. First thing, we presented the Confirmation #Q1630690 to the sales rep and inquired about a AARP Discount and he replied yes proceeding to inform us the total would be approximately \$216 for the 9 days. At that time, we advised the sales rep that we DID NOT want/need the insurance from Dollar since our insurance extended to rental vehicles. When it came to signing, the rep stated to "hit agree" on the computer (not explaining what it was) and to sign where indicated. As stated in a email from Angela Jones, Customer Svc Rep from Dollar Rent a Car "it is their goal that every customer understands the terms, conditions and pricing of their rental". The rep did not review pricing at any time and proceeded to place the receipt in the folder. If the rep had properly explained the coverages, we would have at that time declined the coverage again. He did not review the charges, provide a breakdown of the contract on point of sales screen, nor show us a breakdown of the rental cost. It was not until we returned the car on March 10th did we learn of what the charges were. [When] we inquired about the charges, the agent sent us to the airport car rental office who in turn said there was nothing she could do and we would need to contact corporate office on Monday.

We feel that this practice is very unethical and a rip off to the consumer. We both have our insurance licenses and are very well educated on automobile policies. We have rented from Dollar in the past and have never had an issue.

We requested the insurance charges of \$290.84 be removed that should have never been included originally. The sales rep did not abide by our request and therefore should be removed.

11

I have rented a car from Dollar Rent A Car - Sky Harbor Car Rental - Phoenix Airport and told the customer service rep I do not want the "ROADSAFE @ \$5.99 per day" (Insurance) and "Lbw1 @ \$24.99 per day" (Loss Damage Waiver) because my card that I was using will cover me. The customer service rep acknowledged my needs and said:

22 Rep – “Okay, I will not add them to the bill. Please tap I agree to the message on the screen, it talk about the ‘UNDER AGE 25’.”

23 Me – “Okay, to confirm that it talks about the under 24 and that is it, correct?”

24 Rep – “Correct. (next I Agree screen) ... This one is talking about agreeing to
- - deny the road safe insurance.”

Me – “So, by selecting I agree ... agrees to me denying the insurance”

27 Rep – “Correct. (Next I Agree screen) ... This one is talking about agreeing to deny the loss damage waiver”

28 Me – “Again, by selecting I agree...agrees me to denying the loss damage waiver”

1 Rep - "Correct. Ok your total will be \$241.30 for 4 days."

2 Me - "Wow...really? What did I pay for when I reserved this car?"

3 Rep - "You pay just to reserve the car and the car, there is a fee because you are
4 under 24"

5 Me - "Jeez, ok really that much for just the under age?..."

6 Rep - "yes"

7 I pay for the car, and I rush out because I needed to check in to my hotel. After,
8 arriving at my hotel I wanted to check the receipt (the rep folded the receipt up in
the folder type pamphlet so I could see it clearly when I left) and what do I
see.....yep charges for:

9 Lbw1	4 dy@24.99	\$99.96
10 ROADSAGE	4 dy@5.99	\$23.96
11 AGE24	4 dy@15.00	\$60.00

12 After, my trip I called the Dollar Customer Assistance @ 1-800-800-5252 and
13 filed for a dispute from the false information the customer server rep supplied me
with they said I would get a call/e-mail in 72 hours.

14 Finally, after waiting 8 business days I get an email (with attachment pictures of
15 the I Agree screens with my signature at the bottom):

16 Mr. *****, Thank you for contacting Dollar Rent a Car regarding your rental in
17 Phoenix. Please accept my apologies for any misunderstanding regarding the
purchase of the Loss Damage Waiver and Roadsafe on your rental. A review of
18 our records indicates you viewed and accepted the optional coverage and the
related charges using the electronic signature pad (touch screen) at the counter. I
have copied the screens you viewed and accepted below.

19 Based on the above information and the fact that you had the benefit of the
20 protection for the rental period the local charges are correct. If you have any
questions regarding your case please feel free to reply to this email. Again, I
21 thank you for contacting Dollar. Regards, Josh Wells, Dollar Thrifty Automotive
Group, Inc.

22 ####

23 Last weekend [January 2011] I traveled to Connecticut from Dallas, Texas again.
24 I flew to Bradley International Airport (Hartford) from Dallas. The cheapest car
rental deal we found was with Dollar, which was not directly on the airport
(unlike the other car rental agencies).

25 Unlike the other car rental agencies at Bradley they did not check the gas meter
before and after to determine if I had filled it up enough. Instead you had to fill
26 the gas tank within a 10 miles radius of the rental car agency and keep the receipt
as proof (no one mentioned this but I guess it was in the papers). I usually fill the
gas tank at a place about 20-30 miles from Bradley International Airport but I top
27 it off and end up with a gas tank that is as full (or more) when return the car as it

1 was when I got the car. Therefore I have never had to pay for gas at any of the
 2 other car rental agencies. At Dollar I had to pay seven dollars because I was not
 within a seven miles radius.

3 When I signed the documents they seemed to be in a hurry and wanted me to
 4 initialize here and sign there and be off. They removed the document before I
 could read it and no information was given. It made me a little suspicious but I
 5 was not asking any questions. I realize now that this was not clever of me.

6 Typically car rental agencies tell you what you are signing and initializing and
 7 they ask you if you want things like insurance. They don't tell you to sign
 something and then quickly remove the paper.

8 When I returned the car I had to pay a little bit more than I planned. They had
 charged a so called LDW1 fee (Liability Damage Waiver fee) without mentioning
 anything about it, and it cost more per day than the entire car rental (\$23.00
 9 versus \$19.00). Then LDW1 was also significantly more than the insurance at the
 other car rental places. My car insurance includes insurance for rental cars so I
 10 would have said no to additional insurance. This was completely unnecessary.
 The bill also had some other strange miscellaneous fees I did not understand but I
 11 did not argue about. I ended up paying \$118.00 instead of \$38.00 as I thought I
 12 would.

13 ###

14 This scam has just happened to me in Orlando – I had a voucher which was paid
 for well before my holiday – on arrival at Dollar after a ten hour flight I was
 15 asked to sign three times on a small screen – i said I didnt want any extras and he
 said thats right. On returning the car I was given a receipt for \$298 so headed
 straight back to desk to enquire and they said I had signed for two extra
 16 insurances and roadside recovery totaling \$298 on top of the £300 I paid in
 advance – no one mentioned this when I was signing two weeks before and he
 17 said ‘we have hundreds of customers so we don't have time to go through all the
 screens explaining what you are signing for’ – I feel I was blatantly conned and
 18 was furious but as our flight was due to leave there was nothing I could do –
 19 please warn others using Dollar not to sign anything! I have now contacted rental
 company with view to a refund!!

20 ###

21 Exact thing just happened to me in the San Antonio Dollar rental car office. An
 22 employee with a thick russian accent told me I could not rent the car without the
 extra insurance. I picked the cheapest type available, \$13.95. Then, I was asked
 23 to sign a digital agreement with a number of options – I never thought she would
 actually switch to the \$23.95 option, but that is what she did. Also brought the
 24 car back full, yet was charged for two gallons of gas at \$9.85 per gallon.
 this scam is deliberate and continues to happen.

25 ###

26 I had the same thing happen, i was in hawaii and refused the insurance and
 27 initialed to accept the insurance waiver but they charged me the insurance
 anyway, it turns out the “waiver” is accepting their insurance of \$350. i want a
 28 class action lawsuit!

11

Just got back from a few days in L.A. When I rented the car I was presented with the option for "Basic Insurance". Knowing that rental cars MUST actually carry proper insurance, paid for by the rental company, regardless of whether you buy their ridiculous CDW, I stated that I did not want any insurance. I assumed, having been presented with only two choice, that "Basic" referred to what is included in the rental I had already paid for. I told the clerk that my personal auto package extended to rental vehicles as well as my having coverage through the Gold VISA that I rented with. I told him in no uncertain terms that I did not wish to have any optional insurance coverages. As I was given only two choices between the basic and the premium, I assumed basic was the insurance included. I had also been very clear that I did not wish to pay for insurance. The crook behind the counter nodded his agreement and then walked me through the items on the touch screen display, instructing me what option to hit each time. At no time was there ANY mention of an additional cost. I would absolutely have restated my choice that the rental NOT include any insurance through the company. It is a well-orchestrated scam, NOT an honest misunderstanding!

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I was quoted about \$00 for a two week rental. After verbally denying insurance 3 or 4 times, I was asked to initial. Lo and behold, they signed me up for insurance. On the contract it was listed as LDW, or loss-damage-waiver; hidden in plain site.

In the end I was charged \$340+ for this LDW, which I had declined outright. When trying to work with Dollar for a credit, they refused to budge and refund my money because I initialed the "LDW" option.

Stay away. Dollar is a bunch of scammers and thieves, no better than your average sidewalk conman. I would even say they are worse because they hide under the guise of a “legitimate” business.

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COLUMBUS, OHIO – I rented a car at the Columbus, Ohio, in May from Dollar Rent a Car as they advertised the lowest rate online. Having a safe driving record and using a credit card that covers insurance, I “verbally” declined the offered car rental insurance . . . TWICE. Unfortunately, I did not read that they added this charge to the contract anyway. So I was unpleasantly surprised to see this \$150 UNNECESSARY UNWANTED CHARGE on my bill.

When I called the 1-800 number to complain and request this charge be dropped, I was told that I had to pay, that I "signed" the contract.

LESSON FOR EVERYONE: Always read the car rental contract you are signing to avoid extra unwanted services/ charges no matter how rushed or tired you are at the car rental counter.

I feel DOLLAR in "good service" should have refunded the unwanted unnecessary charge on my bill. Since they didn't, I won't go back

44

1 We rented a car from Dollar on March 2, 2012 at the Tampa International Airport.
 2 On December 31, 2011, we reserved a rental for a total of \$266.67 for Friday,
 3 March 2, 2012 through March 20, 2012. On March 1, 2012, Dollar Rent Car sent
 4 a Reservation Reminder Email which also listed \$266.67 as to total for the rental.

5 We arrived at the Dollar Rent A Car counter at the Tampa International Airport
 6 on March 2, 2012. First thing, we presented the Confirmation #Q1630690 to the
 7 sales rep and inquired about a AARP Discount and he replied yes proceeding to
 8 inform us the total would be approximately \$216 for the 9 days. At that time, we
 9 advised the sales rep that we DID NOT want/need the insurance from Dollar since
 10 our insurance extended to rental vehicles. When it came to signing, the rep stated
 11 to "hit agree" on the computer (not explaining what it was) and to sign where
 12 indicated. This is extortion and illegal. As stated in the email from Angela Jones,
 13 'it is their goal that every customer understands the terms, conditions and pricing
 14 of their rental'. The rep did not review pricing at any time and proceeded to place
 15 the receipt in the folder. This issue is not that we signed for it, it is the scam of
 16 adding insurance which we did not want. If the rep had properly explained the
 17 coverages, we would have at that time declined the coverage again. He did not
 18 review the charges, provide a breakdown of the contract on point of sales screen,
 19 nor show us a breakdown of the rental cost. It was not until we returned the car
 20 on March 10th did we learn of what the charges were. When we inquired about
 21 the charges, the agent sent us to the airport car rental office who in turn said there
 22 was nothing she could do and we would need to contact corporate office on
 23 Monday. We feel that this practice is a scam very unethical and a rip off to the
 24 consumer. We both have our insurance licenses and are very well educated on
 25 automobile policies. We have rented from Dollar in the past and have never had
 an issue. We have sent 1 letter to Dollar requesting a refund and am sending a 2nd
 request

18. This is not the first time Dollar has been accused of engaging in practices
 19 involving the illegal upsale of products such as CDW using deceptive sales practices. In *People*
v. Dollar Rent A Car, 211 Cal.App.3d 119, 131 (1989), the California Court of Appeal upheld a
 20 judgment obtained by the California State Attorney General's Office against Dollar Rent-A-Car
 Systems, Inc. for overcharging consumers and misrepresenting the scope and nature of CDW
 21 provisions as a result of improper training. Employees were instructed to sell such products
 22 aggressively in return for high commissions, using contracts in tiny print that could not be read
 23 by the reasonable consumer in the limited transaction window at the airport, such that according
 24 to the Court, "this entire process makes confusion not only likely, but inevitable." Thus, Dollar
 25 has been previously found liable in this State for engaging in the same practices it is presently
 26 engaging in now in California and across the United States.

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CLASS ACTION ALLEGATIONS

19. Pursuant to F.R.C.P. 23, Plaintiff brings this action on behalf of herself and a
 2 Class of persons comprised of all consumers in California and such other states within the United
 3 States the Court finds appropriate who paid for CDW, insurance or other products from Dollar
 4 that they specifically declined or did not authorize during the past four years (the "Class").
 5 Dollar's practices as detailed above were applied consistently to all members of the Class
 6 throughout the relevant time period, so that the questions of law and fact detailed herein are
 7 common to all members of the Class. All Class members were and are similarly affected by
 8 having paid for these unrequested and/or specifically declined items as set forth in detail above.

10. Based on the systematic practices at issue, the number of Class members would
 11 be in the many thousands, thereby making individual joinder impossible. The Class is therefore
 12 so numerous that joinder of all members would be impracticable. Questions of law and fact
 13 common to the Class exist and predominate over questions affecting only individual members,
 14 including, *inter alia*:

15. (a) Whether Dollar's acts and practices undertaken in connection with the sale
 16 of the products or services detailed herein were illegal acts of unfair competition or
 17 constitute a systematic breach of contract;

18. (b) Whether Dollar's acts and practices in connection with the promotion and
 19 sale of these products or services unjustly benefitted Dollar at the expense of, and to the
 20 detriment of, Plaintiff and other Class members; and

21. (c) Whether Dollar's conduct as set forth above injured consumers and, if so,
 22 the extent of such injury.

23. The claims asserted by Plaintiff in this action are typical of the claims of other
 24 Class members as these claims arise from the same course of conduct by Dollar as detailed
 25 above, and the relief sought is common.

26. Plaintiff will fairly and adequately represent and protect the interests of the Class
 27 members. Plaintiff has retained counsel competent and experienced in both consumer protection
 28 and class action litigation.

1 23. Certification of this action is appropriate under F.R.C.P. 23(b)(1), (b)(2) and/or
2 (b)(3) because the questions of law or fact common to the Class members as detailed above
3 predominate over questions of law or fact affecting only individual members. This
4 predominance makes class litigation superior to any other methods available for the fair and
5 efficient group-wide adjudication of these claims. Absent a class action remedy, it would be
6 highly unlikely that other Class members would be able to protect their own interests because the
7 cost of litigation through individual lawsuits would exceed any expected recovery. Certification
8 is also appropriate because Dollar has acted or refused to act, and continues to act, on grounds
9 generally applicable to the Class, thereby making appropriate final injunctive relief with respect
10 to the Class as a whole.

11 24. A class action is an appropriate method for the group-wide adjudication of this
12 controversy in that it will permit a large number of claims to be resolved in a single forum
13 simultaneously, efficiently, and without the unnecessary hardship that would result from the
14 prosecution of numerous individual actions and the duplication of discovery, effort, expense and
15 burden on the courts that such individual actions would engender. The benefits of proceeding as
16 a class action, including providing a method for obtaining redress for claims that would not be
17 practical to pursue individually, outweigh any difficulties that might be claimed with regard to
18 the management of this action.

FIRST CAUSE OF ACTION

Violation of Business & Professions Code § 17200, et seq. – Unlawful Business Acts and Practices

(By Plaintiff McKinnon Against All Defendants)

23 25. Plaintiff McKinnon incorporates by reference each of the preceding paragraphs as
24 though fully set forth herein.

25 26. Business & Professions Code § 17200, *et seq.* prohibits acts of “unfair
26 competition”, which is defined as including “any unlawful, unfair or fraudulent business act or
27 practice . . .”

28 | //

1 27. Dollar's conduct, as described above, constitutes "unlawful" business acts and
 2 practices.

3 28. Dollar has violated and continues to violate Business & Professions Code
 4 § 17200's prohibition against engaging in "unlawful" business acts or practices by, *inter alia*,
 5 violating sections 1670.5 and 1671 of the Civil Code as well as relevant provisions of the CLRA
 6 as set forth herein, and engaging in the systematic breach of express or implied contracts and the
 7 implied covenant of good faith and fair dealing, as set forth herein.

8 29. Plaintiff McKinnon and/or members of the Class, as applicable, have been injured
 9 in fact and lost money or property as a result of Dollar's business acts and practices by, *inter*
 10 *alia*, either paying or being told after the fact they will need to pay greater amounts than they had
 11 agreed or elected to pay for optional items they did not order, as well as through the expenditure
 12 of time and resources in an effort to avoid or minimize the consequences from such conduct.
 13 These acts and practices resulted in Plaintiff McKinnon and/or members of the Class paying for
 14 insurance, CDW or other products they would not have purchased absent Dollar's conduct.

15 30. As a result of Dollar's violations of the unlawful prong of the UCL, Plaintiff
 16 McKinnon and members of the Class are entitled to equitable relief in the form of full restitution
 17 of all monies paid for illegally imposed charges and disgorgement of the profits derived from
 18 Dollar's unlawful business acts and practices.

19 31. Plaintiff McKinnon also seeks an order enjoining Dollar from continuing its
 20 unlawful business practices and from engaging in the present, threatened or future conduct set
 21 forth herein.

22 32. THEREFORE, Plaintiff McKinnon prays for relief as set forth below as
 23 applicable to this cause of action and the members of the Class.

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SECOND CAUSE OF ACTION

**Violation of Business and Professions Code § 17200, et seq. –
Unfair Business Acts and Practices**

(By Plaintiff McKinnon Against All Defendants)

33. Plaintiff McKinnon incorporates by reference each of the preceding paragraphs as though fully set forth herein.

34. The acts of Dollar, as described above, individually and collectively, constitute "unfair" business acts and practices.

35. Dollar's conduct, as described above, does not benefit consumers or competition. Indeed, the harm to consumers and competition is substantial.

36. Plaintiff McKinnon and members of the Class could not have reasonably avoided the injury each of them suffered and are threatened with at this time.

37. The gravity of the consequences of Dollar's conduct as described above outweighs any justification, motive or reason therefore and is immoral, unethical, unscrupulous, offends established public policy, is tethered to a legislatively declared policy as set forth in the statutes prohibiting unconscionable contract practices and/or is substantially injurious to Plaintiff McKinnon and other members of the Class as set forth in more detail above.

38. As a result of Dollar's violations of the UCL, Plaintiff McKinnon and members of the Class are entitled to equitable relief in the form of full restitution of all monies paid as a result of the illegal practices at issue and disgorgement of the profits derived from Dollar's unfair business acts and practices.

39. Plaintiff McKinnon also seeks an order enjoining Dollar from such present, future or threatened conduct.

40. THEREFORE, Plaintiff McKinnon prays for relief as set forth below as applicable and appropriate.

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THIRD CAUSE OF ACTION

**Violation of Business and Professions Code § 17200, *et seq.* –
Fraudulent Business Acts and Practices**

(By Plaintiff McKinnon Against All Defendants)

41. Plaintiff McKinnon incorporates by reference each of the preceding paragraphs as though fully set forth herein.

42. Such acts of Dollar as described above, and each of them, constitute deceptive, misleading or “fraudulent” business practices under California Business & Professions Code § 17200, *et seq.*

10 43. As more fully described herein, Dollar's failure to inform consumers about the
11 true nature of its practices is likely to deceive members of the Class regarding their statutory
12 rights. Dollar's misrepresentations or omissions of fact they were bound to disclose were
13 material and were a substantial factor in decisions to engage in transactions with Dollar.

14 44. Additionally, Dollar's omissions are likely to deceive consumers that the rates
15 they are charged are being imposed in accordance with the law when they are not.

16 45. As a result of Dollar's violations of the UCL, Plaintiff McKinnon and members of
17 the Class are entitled to equitable relief in the form of full restitution of all monies paid for
18 unwanted products and disgorgement of the profits derived from Dollar's fraudulent business
19 acts and practices.

20 46. Plaintiff McKinnon also seeks an order enjoining Dollar from such present,
21 threatened and future conduct as set forth herein.

22 47. THEREFORE, Plaintiff McKinnon prays for relief as set forth below.

FOURTH CAUSE OF ACTION

Violation of California Civil Code § 1750, *et seq.* – Consumers Legal Remedies Act

(By Plaintiff McKinnon Against All Defendants)

27 48. Plaintiff McKinnon incorporates by reference each of the preceding paragraphs as
28 though fully set forth herein.

1 49. Plaintiff McKinnon and members of the Class are consumers insofar as they
 2 obtained the goods and services in question for personal, family or household purposes. Dollar's
 3 offering of the vehicles and products in question constitute transactions involving a "good" or a
 4 "service" in that a significant component of the contracts in question is Dollar's provision of
 5 tangible goods, work, labor and services.

6 50. Dollar violated and continues to violate the CLRA by engaging in the following
 7 deceptive practices, by, *inter alia*:

- 8 (a) Representing that services have sponsorship, approval, characteristics,
 ingredients, uses, benefits, or quantities which they do not have or that a person has a
 sponsorship, approval, status, affiliation, or connection which he or she does not have;
- 9 (b) Representing that a transaction confers or involves rights, remedies, or
 obligations which it does not have or involve, or which are prohibited by law;
- 10 (c) Representing that the subject of a transaction has been supplied in
 accordance with a previous representation when it has not; and
- 11 (d) Inserting unconscionable terms in contracts.

12 51. Plaintiff McKinnon and other members of the Class, in making decisions to enter
 13 into such transactions, reasonably acted in response to Dollar's representations as set forth above
 14 or would have considered the omitted facts detailed herein material to their decision to do so.
 15 Plaintiff McKinnon and members of the Class have suffered damage by the wrongful acts and
 16 practices of Dollar set forth herein and/or expended time and resources in connection with and as
 17 a result of the acts and practices set forth above in an attempt to avoid the consequences of such
 18 conduct.

19 52. Written notice pursuant to the provisions of the CLRA was provided to Dollar by
 20 Plaintiff McKinnon on June 6, 2012. As Dollar failed to provide all requested relief in response
 21 to this notice, Plaintiff McKinnon seeks general, actual, consequential, statutory and exemplary
 22 damages as permitted under the CLRA and Civ. Code § 3345. As a result of Dollar's violations
 23 of the CLRA, Plaintiff McKinnon and other members of the Class are also entitled to equitable
 24 relief in the form of full restitution of all monies paid, an injunction to prevent Dollar from

engaging in present or imminent conduct as set forth above, and disgorgement of the profits derived from Dollar's illegal business acts and practices.

FIFTH CAUSE OF ACTION

Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing

(By Plaintiff McKinnon Against All Defendants)

53. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

7 54. Plaintiff McKinnon and Dollar have contracted for rental car services, as
8 embodied in Dollar's form Rental Agreement and related documentation. With minor variances
9 not relevant to the claims at issue herein, Dollar uses the same form Rental Agreement
10 throughout the United States. True and correct copies of an exemplar of Dollar's Rental
11 Agreement, and the notice of terms sent with on-line reservations, are attached hereto as Ex. 2
12 and incorporated herein by reference.

13 55. Whether by common law or statute, all such contracts impose upon each party a
14 duty of good faith and fair dealing. Good faith and fair dealing, in connection with executing
15 contracts and discharging performance and other duties according to their terms, means
16 preserving the spirit—not merely the letter—of the bargain. The parties to a contract are
17 mutually obligated to comply with the substance of their contract in addition to its form and not
18 engaging in any conduct in violation of law in doing so. Tricking and misrepresenting the boxes
19 for consumers to check to attempt to claim consumers ordered unwanted products and services,
20 or inputting their signature without authorization, and evading the spirit of their advance bargain
21 constitute examples of bad faith in the performance of contracts. Subterfuge and evasion violate
22 the obligation of good faith in performance even when an actor believes his conduct to be
23 justified. Bad faith may be overt or may consist of inaction, and fair dealing may require more
24 than honesty.

25 56. Dollar has breached these contracts as well as the covenant of good faith and fair
26 dealing through its system-wide implementation of the policies and practices set forth above and
27 its failure to correct them despite being placed on notice at its corporate headquarters these
28 practices are taking place nationwide.

1 57. Plaintiff McKinnon and members of the Class have performed all, or substantially
2 all, of the obligations imposed on them under the Rental Agreement, and through Plaintiff's
3 demand has previously made written demands to rectify such breaches of the form Rental
4 Agreements on their behalf, which demand has been ignored or refused.

5 58. Plaintiff and members of the Class have sustained damages as a result of Dollar's
6 breach of contract and the covenant of good faith and fair dealing, entitling them to both actual,
7 compensatory and exemplary damages.

SIXTH CAUSE OF ACTION

Unconscionability

(By Plaintiff McKinnon Against All Defendants)

11 ||| 59. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

12 60. Dollar's policies and practices as set forth above are or were substantively and
13 procedurally unconscionable in the following respects, among others:

20 (c) Dollar forged Class members' signatures authorizing the purchase of
21 CDW, insurance or other products.

22 61. The Rental Agreement and related documents, including the General Policies
23 posted on www.dollar.com, are contracts of adhesion in that they are standardized forms,
24 imposed and drafted by Dollar, which is a party of vastly superior bargaining strength, and only
25 relegates to the customer the opportunity to adhere to them or reject the agreement in its entirety.

62. Considering the great business acumen and experience of Dollar in relation to Plaintiff and the Class, the great disparity in the parties' relative bargaining power, the inconspicuousness and incomprehensibility of the contract language at issue, the oppressiveness

1 of the terms, the commercial unreasonableness of the terms, the purpose and effect of the terms,
 2 the allocation of the risks between the parties, notice of prior illegal practices, and similar public
 3 policy concerns, these provisions are unconscionable and, therefore, unenforceable as a matter of
 4 law. Such claims are actionable pursuant to, *inter alia*, Calif. Civ. Code § 1670.5.

5 63. Plaintiff and members of the Class have sustained damages as a result of Dollar's
 6 unconscionable policies and practices alleged herein.

SEVENTH CAUSE OF ACTION

Common Counts/Common Law Restitution, and Assumpsit

(By Plaintiff McKinnon Against All Defendants)

10 64. Plaintiff incorporates by reference each of the preceding paragraphs as though
 11 fully set forth herein.

12 65. Dollar received money from Plaintiff and many Class Members in the form of
 13 revenues and profits for unwanted and/or unauthorized services that were intended to be used for
 14 the benefit of Plaintiff and the Class. Dollar accepted or retained these economic benefits with
 15 awareness that Plaintiff and many members of the Class had improperly had such charges
 16 imposed upon them for the reasons set forth above.

17 66. Allowing Dollar to retain the benefits conferred by many of the Class Members
 18 under these circumstances is unjust and inequitable. Under common law principles of assumpsit,
 19 unjust enrichment and/or restitution, such excess monies must in equity and good conscience be
 20 returned to Plaintiff and members of the Class.

21 67. As a result of Dollar's illegal enrichment in violation of these common law
 22 principles, Plaintiff and the Class have suffered harm and thus seek an order for disgorgement
 23 and restitution of Dollar's excess revenues, profits and other benefits retained in violation of
 24 applicable law.

PRAYER FOR RELIEF

26 WHEREFORE, Plaintiff prays for judgment as follows, as appropriate for the particular
 27 cause of action set forth above:

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WHATLEY KALLAS, LLC
Patrick J. Sheehan
(To Apply *Pro Hac Vice*)
psheehan@whatleykallas.com
60 State Street, Seventh Floor
Boston, MA 02109
Tel: (617) 573-5118
Fax: (617) 573-5090

Attorneys for Plaintiff

June 15, 2012

Mrs. Sandra McKinnon



Case ID: 1790233

Dear Mrs. McKinnon,

Thank you for notifying us of your recent experience with Dollar Rent A Car in Tulsa. We appreciate the opportunity to respond to your concerns.

Please accept my personal apology for any misunderstanding regarding the purchase of the Loss Damage Waiver. While we do expect our agents to produce the agreement in accordance with the verbal information provided to them, they are capable of making mistakes. Since it is ultimately the responsibility of the renter to read and accept the terms of the contract before signing, we strongly suggest our clients review the contract carefully before signing to accept. Our records indicate you initialed to accept the Loss Damage Waiver charge. I have included a copy of the signed agreement for your records. Since you had the full benefit of the coverage for the duration of your rental as well, we must respectfully decline your request for reimbursement of the Loss Damage Waiver.

We do value your business, Mrs. McKinnion. I am very sorry you are unhappy with the final resolution of your case. I hope you have a nice day.

Sincerely,

A handwritten signature in black ink that reads "Britni S. McNeil".

Britni McNeil
Consumer Response Representative

Dollar Rent A Car

1000 N May Ave, Tulsa, OK 74119

Tel: 918-669-3000

Fax: 918-669-3000

E-mail: TulsaOK@Dollar.com

Web: www.dollar.com

Dollar Rent A Car, Inc.
5330 E. 31st Street
P.O. Box 33167
Tulsa, OK 74153-1167
918-669-3000

Worldwide Reservations
800-800-4000
dollar.com

9. THE CHARGES. You agree to pay us for all charges under this Agreement, including but not limited to (A) time and mileage charges; these charges are at the rate in the Agreement. TIME CHARGES ARE BASED ON A 24-HOUR PERIOD, AND ARE TO BE PAID AS CONTINUOUS. The maximum charge is

5. LOSS DAMAGE WAIVER (LDW). If you select LDW, we will waive your responsibility for loss of or damage to the vehicle in full or in part depending upon the LDW option plan accepted. The LDW options include:

CENTERS AND TRAINERS THIS SYSTEM

the person (or persons) who appears at the time to whom she gives as her address, an additional authority directed to your personal contract as the holder of the retail tea company detailed in the contract between "A. Daniels & Son" or Company, you contract doing business as Dole's Tea & Cafeteria, and whom, after and on the date of the execution of this contract, which are announced herein, receive of

rate rental contract signed by you or your authorized agent (hereinafter referred to as the "Agreement"). All vehicles which you hereby acknowledge (hereinafter referred to as "Authorized Vehicles") are loaned and severely liable for the obligations under this Agreement. The rental vehicle (hereinafter referred to as "Vehicle") may be driven only by an Authorized Driver(s) with a current California Driver's License. If you are renewing under a current California Account Number (CNA) with another company, you must provide us with a copy of your new CNA. If you are renewing under a different CNA with us, your authorized driver(s) must provide us with a copy of your new CNA. All authorized drivers must satisfy our scope of their employment, address all enforcement agencies and furnish our other qualifications. No other persons are authorized to drive the Vehicle.

2. VEHICLE AND EQUIPMENT: PROHIBITED USES. Except for ordinary wear and tear, you agree to return the Vehicle and any equipment you acquire from us in the same condition you received it. You acquire no title in the Vehicle or equipment in any event. You will not repair the vehicle or equipment.

THE LENDER AND BORROWER AGREE IN THIS CONTRACT THAT THE BORROWER WILL NOT SELL THE VEHICLE OR EQUIPMENT TO ANYONE ELSE, OTHER THAN US, UNLESS WE MAY APPROVE IT. YOU WILL NOT LEAVE THE VEHICLE OR EQUIPMENT WITH ANYONE ELSE, OTHER THAN US, UNLESS WE MAY APPROVE IT. YOU WILL NOT LEAVE THE VEHICLE OR EQUIPMENT WITH ANYONE ELSE, OTHER THAN US, UNLESS WE MAY APPROVE IT.

IN NO EVENT SHALL THE BORROWER BE LIABLE TO YOU OR ANYONE ELSE FOR ANY PECULIAR, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

PENALTIES AND FEES

4. DAMAGE OR LOSS. Unless you purchase LTD, you are absolutely liable if you agree to pay as for any loss or damage to the vehicle, even if some or all of the damage is uninsured, whether due to theft, fire, hail, wind, water, collision, vandalism, or any other cause. Your liability for the loss or damage to the vehicle will not exceed the full value of the vehicle plus actual losses to the vehicle, unless you agreed to exceed the value of the vehicle by paying extra charges, loss of use, and diminution in value (which is the difference between the value of the vehicle before the damage and the value of the vehicle after the damage), regardless of whether the vehicle is reported as stolen or not. You will be liable for the full value of the vehicle if you do not return it to us at the time you report it as stolen, provided that you pay us any amount of money that we have expended in attempting to recover the vehicle, and any reasonable administrative fee and/or legal defense costs fees.

You will pay all rental charges through the date you report the vehicle as stolen, unless we have given you written permission to do otherwise. You should check with your personal insurance agent or your car lessor. You should check with your car insurance carrier. If you make unauthorized repairs to the vehicle, you will be liable for the cost of the repairs. You will be liable for the cost of any damage to the vehicle caused by your negligence or carelessness.

5. LOSS DAMAGE WAIVER ("LDW") A. If you choose LDW, we will waive your responsibility for loss of or damage to the Vehicle in full if you, depending upon the LDW option plan chosen, The LDW options include: (1) LDW - a waiver for all losses up to 100% of the cost and damage (Full Waiver Option); (2) LDW - a waiver for all losses up to the first \$500.00 (the "Semi-Waiver Option"); and (3) LDW - a waiver for all losses up to the first \$500.00 (the "Partial Waiver Option").
B. LDW IS NOT INSURANCE.
C. LDW AND LDW-C ARE AVAILABLE AT ALL LOCATIONS.
D. LDW DOES NOT APPLY IF (1) YOU USE OR OPERATE THE VEHICLE IN VIOLATION OF THIS AGREEMENT; (2) YOU FAIL TO FOLLOW THE PROHIBITED USE SECTION OF THIS AGREEMENT; (3) YOU FAIL TO REMOVE AND SECURE THE KEYS, OR CLOSE AND LOCK ALL WINDOWS, DOORS, AND TRUNK AND THE VEHICLE IS STOLEN OR VANDALIZED; (4) YOU FAIL TO IMMEDIATELY FILE AND REPORT ANY ACCIDENT, THEFT, OR VANDALISM INVOLVING THE VEHICLE TO US AND TO THE POLICE, AND COMPLETE THE DAMAGE REPORT; (5) YOU FAIL TO PAY THE CHARGES UNDER THIS AGREEMENT; (6) IMPROPER INSTALLATION OF ADDITIONAL EQUIPMENT; (7) DAMAGE TO THE VEHICLE; AND (8) WHEN SHOW CHAIRS, WHICH RESULTS IN DAMAGE TO THE VEHICLE. B. OTHER EXCLUSIONS ARE ALLOWED BY STATE LAW. LDW DOES NOT APPLY UNLESS OTHERWISE PROVIDED IN THE AGREEMENT.

BEFORE DECIDING WHETHER TO PURCHASE LOW, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE FENDER, VEHICLE AND THE AMOUNT OF THE COVERAGE UNDER YOUR OWN INSURANCE. UNLESS OTHERWISE PROVIDED IN YOUR CREDIT CARDS ISSUED TO YOU AND YOU SHOULD DETERMINE THE EXISTENCE OF SUCH COVERAGE ALONG WITH THE TERM AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF LOW IS NOT MANDATORY AND MAY BE DECLINED.

THE CHARGE FOR LOW MAY VARY BY DOLLAR LOCATION. LOW CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOU ARE ADVISED TO REVIEW THE POLICY DOCUMENTATION FOR LOW FOR THE ESTIMATED TOTAL CHARGE FOR LOW FOR ANY CHARGE OF LOW AND THE ESTIMATED TOTAL CHARGE FOR LOW FOR ANY CHARGE OF LOW.

6. RETURNING AND REPOSSESSING THE VEHICLE. You agree to return the Vehicle to the rental location on the date and time listed in the Agreement. You will pay us six (6) hours of our excessage and charges including a deposit if we require you to return the Vehicle or any equipment and access to the Vehicle at your earliest convenience. We also accept one additional fee as reasonable for the Vehicle until we have inspection and acceptance. Furthermore we have the right to inspect the Vehicle and its contents including any vehicle returned to a closed location. Furthermore we have the right to notify law enforcement authorities that the Vehicle is stolen or missing if we fail to return it to us on the date and time listed. We also have the right to inspect the Vehicle through remote tracking, devices or cameras and/or repossess the Vehicle at your cost and without notice to you if it is found to be in violation of the law, negligently parked, apparently abandoned, disorderly, or is used in violation of the geographic restrictions, restrictions of the rental, or other terms of this Agreement.

7. REFUELING OPTIONS. You must tell us the gas tank of the vehicle within a mile radius of the rental return facility and present a non-refundable amount to avoid refueling charge unless you choose the Prepaid Fuel Option. If your aircraft prepaid fuel option, you will be charged a flat fee for the oil tank of fuel to return the aircraft.

B. PERSONAL PROPERTY. We are not responsible for any loss or damage to or of your or your passenger's property left stored or transported in or on our vehicle, or premises and/or any other vehicle belonging to us. You are responsible.

LXX

Open flap for Damage/Incident Report

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RENTAL CHARGES AND SECURITY DEPOSITS. At the time of rental, the minimum charge is one day, plus mileage. The number of miles driven is determined by the odometer reading at the beginning and end of the rental. You may pay for each hour and/or any part of an hour in excess of a rental day until the vehicle is returned, up to the applicable daily rate. You will be charged an additional early return fee if you return the vehicle more than 24 hours prior to the return date. Renters of long-term vehicles will be charged a per month rate. You will be charged a per hour rate if you extend the rental agreement and you will be charged a per day rate if you extend the rental agreement more than 24 hours after the return date. If you fail to make the rental agreement up to a maximum of 5 rental days, it is your obligation to comply with the conditions applicable to the rates, including any geographic or driving restrictions. A mileage charge, such as gas or other rates may apply. Delinquent rentals, you will be charged the daily rate for each day of rental. Any vehicle which is damaged or lost during the course of the rental, such as the loss/mishandling of a radio, stereo, television, cassette tape, CD, VCR, headphones, etc., will be charged a replacement cost. Liability Insurance (SLA), Uninsured Motorist Protection Plan (UMP), and Underinsured Motorist Protection Plan (UIMP) are optional add-ons offered by Emergency Services Protection (ESP). The cost, liability, and/or duty of these optional add-ons will be determined by the insurance company.

I, John Doe, owner of the Vehicle and my lessee, whom you acknowledge to me as my companion, who I received it at your service to the Vehicle or equipment
for hire, do hereby state that I may transfer it. You will then bear the Vehicle or equipment
and all expenses relating thereto than can be reasonably incurred in the event of removal of the
Vehicle or equipment from my possession. The lessee and I have consented to the above conditions
of rental without my consent. I warrant to EXCALIBUR LEASING SERVICES LTD.
that the vehicle is in good condition, and suitable for the purpose intended.
I further warrant that the vehicle is not being used for any illegal purpose, and in no event shall the vehicle be used for any
illegal purpose. In no event shall the vehicle be used for any illegal purpose.

PROHIBITED USES. The Vehicle may not be used (a) by other than an authorized Driver; (b) for hire or reward; (c) for pleasure or pleasure for hire; (d) for racing, drag racing, or test driving; (e) for any illegal purpose; or (f) to transport persons or property in violation of law. Under no circumstances shall the Vehicle be used for commercial purposes. The Company reserves the right to cancel any lease if it is determined that the lessee has engaged in prohibited uses.

IN THE EVENT OF DAMAGE OR LOSS OF PERSONAL PROPERTY OR CARGO, WHETHER DUE TO THE NEGLIGENCE OR CARELESSNESS OF THE DRIVER OR PASSENGER, OR DUE TO THE NEGLIGENCE OR CARELESSNESS OF THE OWNER OF THE VEHICLE, THE OWNER OF THE VEHICLE SHALL BE HELD RESPONSIBLE FOR ALL DAMAGES AND EXPENSES INCURRED BY THE DRIVER OR PASSENGER. IN THE EVENT OF DAMAGE OR LOSS OF PERSONAL PROPERTY OR CARGO, WHETHER DUE TO THE NEGLIGENCE OR CARELESSNESS OF THE DRIVER OR PASSENGER, OR DUE TO THE NEGLIGENCE OR CARELESSNESS OF THE OWNER OF THE VEHICLE, THE OWNER OF THE VEHICLE SHALL BE HELD RESPONSIBLE FOR ALL DAMAGES AND EXPENSES INCURRED BY THE DRIVER OR PASSENGER.

DAMAGE OR LOSS. Unless you purchase LDW, you are absolutely liable and I agree to pay as for any loss or damage to the vehicle, even if someone else caused it or the cause is unknown, whether due to theft, fire, road, flood,

The value of the Vehicle at the time of the loss or damage, less actual loss sustained by reason of the loss or damage.

You will pay all rental charges through the date you report the accident if not otherwise provided by the rental agreement. You will also pay all reasonable costs of repairing damage to the vehicle caused by your negligence or carelessness. You will pay all reasonable costs of repairing damage to the vehicle caused by your negligence or carelessness.

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ADDITIONAL DRIVERS

Additional drivers must qualify with a valid driver's license in their own name. There is no charge for additional drivers age 25 and older.

DRIVING RESTRICTIONS

Driving is restricted to the continental United States and Canada. Vehicle may be driven into Mexico with the purchase of Mexican Insurance at the rental counter for \$27.80 per day. A U.S. passport or U.S. passport card is required for re-entry into the United States. Mexican nationals may not drive our vehicles into Mexico.

FINANCIAL POLICY

A hold will be placed on all credit/debit cards for the estimated amount of the rental plus 15% OR a minimum of \$250.00, whichever is greater. We will remove the hold at the end of the rental when the final charges are settled. Dollar does not accept the small key ring credit cards. In the event a customer presents the key ring credit card at the time of rental, the location may ask you to present the standard size credit card or another form of payment. A major credit/debit card in the renter's own name must be presented at the time of pick-up. Customers using debit cards to qualify to rent at the beginning of the rental will be subject to a debit card screening. If the screening fails to meet our debit card criteria, the customer will be required to present a major credit card in order to qualify to rent. Prepaid credit cards and gift cards are accepted for payment at the end of the rental when the final charges have been settled.

FREQUENT FLYER SURCHARGE

When the renter chooses to receive Frequent Flyer miles, we will collect a Frequent Flyer surcharge, not to exceed \$1.50 per day, at the time of rental to offset a portion of the annual cost of participation in the Frequent Flyer program.

HOLD POLICY

Reservations will be honored for 6 hours after original scheduled pick up time unless the location is closed. Customers with reservations who experience weather or mechanical delays with airlines will be accommodated.

NON-SMOKING FLEET

Non-Smoking Fleet

PICK UP INSTRUCTIONS

Courtesy shuttle will pick up at the airport. From Terminal 1, go over the sky bridge to the courtesy shuttle island. From Terminal 2, cross the street to the courtesy shuttle island. Pick up is available from 5am to 12am Sun thru Sat. For pick-up from the commuter terminal, customer must call the location. Phone: (619) 726-0171.

REFUELING POLICY

Return the vehicle with a full tank of gas to avoid refueling charges.

RENTALS 30 DAYS OR LONGER

For rentals 30 days or longer, the customer must return the vehicle for maintenance or to renew the contract every 30 days to the location.

RENTER QUALIFICATIONS

A valid driver's license in the customer's own name must be presented at the time of pick up. Minimum age is 21 on all vehicles. Renters under 25 may be subject to an additional fee.

RESERVATION AND RENTAL ADJUSTMENTS

Any changes to your reservation or rental may result in a change of rate or additional fees.

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